

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

PATRICIA AGUILAR,

Plaintiff,

v.

COMENITY CAPITAL BANK,
ALPHAEN CORPORATION,
AND RAMTIN KASSIR, MD
D/B/A RIDGEWOOD ENT AND
DERMATOLOGY, NJ,

Defendants.

Civil Action No.:

NOTICE OF REMOVAL

Defendants Comenity Capital Bank (“Comenity Bank”) and Alphaen Corporation (“Alphaen”), through their counsel, Saul Ewing Arnstein & Lehr LLP, hereby give notice of the removal of this action from the Superior Court of New Jersey, Law Division, Hudson County, to the United States District Court for the District of New Jersey pursuant to 28 U.S.C. §§ 1331, 1367, 1441, and 1446. The grounds for removal are as follows:

1. On April 30, 2020, Plaintiff Patricia Aguilar (“Plaintiff”) commenced this action against Comenity Bank, Alphaen, and Ramtin Kassir, MD d/b/a Ridgewood ENT and Dermatology, NJ by filing a Complaint in the Superior Court of New Jersey, Law Division, Hudson County (the “Complaint”). This matter is captioned *Aguilar v. Comenity Capital Bank, et. al.*, Docket No. HUD-L-1675-20. A true and correct copy of the Complaint is attached as **Exhibit A**.

2. Comenity Bank was served with a copy of the Summons and Complaint on May 7, 2020.

3. Alphaeon was served with a copy of the Summons and Complaint on May 8, 2020.

4. Comenity Bank and Alphaeon have not yet filed a responsive pleading to Plaintiff's Complaint.

5. Pursuant to 28 U.S.C. § 1446(b), this Notice of Removal is timely because it has been filed within 30 days of Comenity and Alphaeon's receipt of the Complaint.

6. On June 5, 2020, Plaintiff's counsel confirmed that no other Defendants have been served.

7. Pursuant to 28 U.S.C. § 1331, the United States District Courts "have original jurisdiction of all civil actions arising under the Constitution, laws, or treaties of the United States."

8. This Court has original jurisdiction over this action pursuant to 28 U.S.C. § 1331 because Plaintiff's Complaint alleges claims under the Fair Credit Billing Act, 15 U.S.C. § 1666 *et seq.*, the Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.*, and the Truth in Lending Act, 15 U.S.C. § 1601 *et seq.*, which are federal laws enacted by Congress. *See Exhibit A*, at ¶¶ 36-47, 60-84.

9. In addition to the federal claims, Plaintiff alleges claims under the New Jersey Fair Credit Billing Act, N.J.S.A. 56:11-1 *et seq.* and the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 *et seq.* *Id.* at ¶¶ 48-59. Pursuant to 28 U.S.C. § 1367, this Court has supplemental jurisdiction over Plaintiff's state law claims because such claims are so related to the federal claims that they form part of the same case or controversy. Specifically, Plaintiff's Complaint, including her federal and state law claims, arises out of the Defendants alleged

failure to reverse charges that were billed to Plaintiff for medical services that were never provided.

10. Based on the foregoing, this Court has jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and 1367 because it arises under federal law and related state law claims that arise out of the same set of facts.

11. Since the Complaint was originally filed in the New Jersey Superior Court, Hudson County, this action is properly venued in the Newark Vicinage of the United States District Court for the District of New Jersey.

12. Pursuant to 28 U.S.C. § 1446, a true and correct copy of this Notice of Removal will be filed with the Clerk of the Superior Court of New Jersey, Law Division, Hudson County, simultaneously with the filing in this Court. *See* Notice of Filing of Notice of Removal (without exhibits), attached as **Exhibit B**.

13. Pursuant to 28 U.S.C. § 1446, a true and correct copy of this Notice of Removal will be served upon all parties.

14. This Notice of Removal is filed subject to and without waiver of any rights Comenity Bank and Alphaeon may have with respect to Plaintiff's claims.

WHEREFORE, Comenity Bank and Alphaeon respectfully request that this matter be removed from the New Jersey Superior Court, Law Division, Hudson County, to the United States District Court for the District of New Jersey.

SAUL EWING ARNSTEIN & LEHR LLP

By: /s/ Ryan L. DiClemente
Ryan L. DiClemente, Esq.
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Dated: June 8, 2020

Exhibit A

JOHN C. UYAMADU L.L.C.

John C. Uyamadu, Esq., --- NJ Atty. No. 017142004

2 Ridgedale Avenue, Suite 355

Cedar Knolls, New Jersey 07927

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Attorney for Plaintiff

PRIVATE ATTORNEY INVOLVEMENT (PAI / PRO BONO ATTORNEY)

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Northeast New Jersey Legal Services, Inc.

574 Summit Avenue

Jersey City, New Jersey 07306

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Attorney for Plaintiff

File No.: 20-JCU-0194

PATRICIA AGUILAR

Plaintiff,

vs.

COMENITY CAPITAL BANK,
ALPHA EON CORPORATION, AND
RAMTIN KASSIR, MD D/B/A
RIDGEWOOD ENT AND
DERMATOLOGY, NJ

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION—HUDSON COUNTY

Case No.: HUD-L-

CIVIL ACTION

COMPLAINT WITH DEMAND FOR
JURY TRIAL

INTRODUCTION

This is an action for statutory and actual damages brought by an individual consumer for COMENITY CAPITAL BANK, ALPHA EON CORPORATION, RIDGEWOOD ENT AND DERMATOLOGY, NJ AND RAMTIN KASSIR, MD for

violation of the FAIR CREDIT BILLING ACT (that is part of the Truth in Lending Act) 15 U.S.C. § 1666 and Regulation Z thereunder (hereinafter “FCBA”), alternatively, the NEW JERSEY FAIR CREDIT BILLING ACT (hereinafter “NJFCBA”), N.J.S.A. 56:11-1 to 9, the FAIR CREDIT REPORTING ACT, and the CONSUMER FRAUD ACT. The violations concern the failure of the Defendants to comply with the FCBA and the NJFCBA to reverse the charges billed to the Plaintiff since the Plaintiff never received the billed services in the first place.

JURISDICTION AND VENUE

Jurisdiction of this court arises pursuant to 15 U.S.C. 1640(e), 15 U.S.C. § 1681p, which states that actions under the FCBA and FCRA may be brought in any court of competent jurisdiction. The venue is proper in Hudson County since this is where the Plaintiff resides and Defendants do business in this county.

PARTIES

Plaintiff, Patricia Aguilar (hereinafter “Ms. Aguilar” or “Plaintiff”) is a resident of Hudson County living at North Bergen, New Jersey.

Defendant, COMENITY CAPITAL BANK. (hereinafter “COMENITY”) is a specialty bank that issues retail stores, travel services, gas and auto, finance and insurance, and medical credit cards. <https://www.creditcardinsider.com/credit-cards/comenity-bank/>. COMENITY is a State-chartered bank and a non-member of the Federal Deposit Insurance Corporation (hereinafter “FDIC”). COMENITY is wholly-owned by Alliance Data Systems Corporation a publicly-traded company, <https://www.sec.gov/Archives/edgar/data/1101215/000110121515000063/form10k.htm> its corporate headquarters is located at 12921 South Vista Station Boulevard,

Draper, Utah and its principal offices at 3100 Easton Square Place, Columbus, Ohio.

Defendant, ALPHAEON CORPORATION (hereinafter “ALPHAEON”) is a Delaware corporation that is wholly-owned by Strathspey Crown LLC, a private equity firm. ALPHAEON markets itself, as a fintech that serves healthcare providers in the self-pay segment, for providers in the areas of plastic surgery, ophthalmology, dermatology, orthopedics, and cosmetic dentistry, its corporate offices are located 4040 MacArthur Boulevard, Suite 310, Newport, Newport Beach, California.

Defendant, RATMIN KASSIR, M.D. (hereinafter “DR. KASSIR”) is a board certified plastic and cosmetic surgeon with offices at 81 North Maple Avenue, Ridgewood, New Jersey who does business as RIDGEWOOD ENT AND DERMATOLOGY.

FACTUAL ALLEGATIONS

- 1 On August 22, 2018, Plaintiff visited the medical offices of Dr. Kassir for consultation regarding the bump on the nose of J. L. Plaintiff's minor son.
- 2 The Plaintiff paid a consultation fee of \$200-\$250 that she paid using her debit card and cash. Receipt for the card payment is attached as Exhibit A.
- 3 Before Dr. Kassir examined J. L. photographs of his nose were taken using an iPad and the Plaintiff was told that the cost of nasal surgery usually was \$15,000 however, it could be financed for \$10,000 using a patient financing company like Care Credit.
- 4 Dr. Kassir examined J. L. and reviewed the photographs of his nose within 10-15 minutes and recommended corrective cosmetic nasal surgery.

- 5 The surgery was scheduled for some time in late December 2018 when J. L. would be on winter break from school.
- 6 As the Plaintiff and her son were about to leave the office she was informed that \$4000 had been secured to finance the surgery.
- 7 On October 30, 2018, J. L. visited his pediatrician, Dr. Jose Fragoso, because of his allergies.
- 8 Upon learning, that J. L. was scheduled to have nasal surgery Dr. Fragoso recommended the cancellation of the surgery because J. L. was suffering from allergies and has a history of allergies.
- 9 Dr. Fragoso's instruction to cancel the surgery was faxed to Dr. Kassir's office the same day that is October 30, 2018. Exhibit B.
- 10 In the interim, Alphaeon and Comenity had already started billing the Plaintiff even though the procedure was scheduled for December 2018. Exhibit C.
- 11 The transaction is described as "ALPHAEON – COSMETIC PROMO PURCHASE – RIDGEWOOD-NJ." Exhibit C.
- 12 The Plaintiff verbally disputed the charge by calling Alphaeon Credit-Comenity Capital Bank the Plaintiff was initially credited the \$4000 that was subsequently reversed in her monthly billing statement for October 25, 2018, that was due on November 20, 2018. Exhibit D.
- 13 The minimum payment warning boxes for the periodic statements for November 2018 to date except for the periodic statement for December 2018 fail to disclose the monthly payment amount that would be required for the

Plaintiff to pay-off the balance in 36 months if there are no further charges to the account.

14 By letter dated June 7, 2019, the Plaintiff disputed the May 2019 periodic statement that was due on June 20, 2019. Exhibit E.

15 The dispute letter dated June 7, 2019, was mailed to the designated address for disputes. Exhibit F.

16 The June 7, 2019, dispute letter incorrectly states that The Dermatology Group and Dr. Bashline are the medical providers. Exhibit E.

17 Enclosed with the letter dated June 7, 2019, was a copy of Dr. Jose Fragoso's instruction that the surgery should be canceled. Exhibit E.

18 Also enclosed was a copy of the debit receipt to substantiate the Plaintiff's claim that she had paid the consultation fee. Exhibit E.

19 The Plaintiff also disputed the Comenity Capital Bank/Alphaeon Credit account with Experian, TransUnion, and Equifax. Exhibit G.

20 A copy of the dispute letter to the credit reporting agencies was mailed to the designated address that Comenity Capital Bank/Alphaeon Credit has for credit reporting disputes along with the supporting documents that the Plaintiff had furnished the credit reporting agencies. Exhibit G.

21 Comenity Capital Bank/Alphaeon Credit initial response was by letter dated June 13, 2019, in which it acknowledged receipt of the June 7, 2019, billing dispute letter. Exhibit H.

22 A day later by letter dated June 14, 2019, Comenity Capital Bank/Alphaeon Credit refused to reverse the charges even though the medical services were never provided. Exhibit I.

- 23 The June 14, 2019 letter states in relevant part: “You recently contacted our office in regard to an issue with your Alphaeon Credit Cosmetic Account. In reviewing your dispute, our records indicate that we have already responded to this issue. Our position remains unchanged, we have no additional information to provide from our office. As the bank that issues your Alphaeon Credit Cosmetic Credit Account, we must rely on the information they provide to us. If you disagree with the purchase, we encourage you to contact the provider directly.” Exhibit I.
- 24 Then by letter dated July 6, 2019, Comenity Capital Bank/Alphaeon Credit responded to the dispute letter that was sent to the credit reporting agencies by stating, “we found the information on your ALHPAEON CREDIT card account is accurate as currently reported on your credit file.” Exhibit J.
- 25 Upon discovering that Plaintiff had erroneously identified The Dermatology Group and a Dr. Bashline as the medical providers, the Plaintiff sent a second dispute letter dated February 13, 2020, in which she identified Dr. Kassir and Ridgewood ENT and Dermatology as the medical provider. Exhibit K.
- 26 The February 13, 2020 letter was also mailed to the medical offices of Dr. Kassir in Ridgewood, New Jersey.
- 27 By letters dated February 15, 2020, and February 20, 2020, Comenity Capital Bank and Alphaeon Credit informed the Plaintiff that they had sold the disputed account to CVI AMR Investment Trust c/o Resurgent Capital Services LP. Exhibits L & M.

- 28 Comenity Capital Bank/Alphaeon Credit continues to verify the account as delinquent to the credit reporting agencies even though it knows that the Plaintiff never received the alleged medical services from Dr. Kassir.
- 29 The minimum payment warning box for the periodic statement for January 2020 states the minimum payment is \$1,567.00 then states if the Plaintiff only pays the minimum it would take 18 years to pay off the debt and the estimated cost would be \$18,723.00. The billing statement fails to disclose the monthly payment amount that would be required for the Plaintiff to pay-off the balance in 36 months if there are no further charges to the account. Exhibit N.
- 30 The improper billing of the Plaintiff by the Defendant Ramtin Kassir, MD D/B/A Ridgewood ENT and Dermatology, NJ does not involve any learned professional skills.
- 31 Defendant Ramtin Kassir, MD D/B/A Ridgewood ENT and Dermatology, NJ improper billing are not subject to any learned professional exception under the Consumer Fraud Act.
- 32 The conduct of Defendant Ratmin Kassir, MD D/B/A Ridgewood ENT and Dermatology, NJ as it pertains to billing the Plaintiff is not excluded from the Consumer Fraud Act since billing practices are not unique to any professional services and not regulated for any particular profession.
- 33 The billing practices of Defendant Ratmin Kassir, MD D/B/A Ridgewood ENT and Dermatology, NJ are fraudulent, unfair, deceptive, unreasonable, unconscionable and illegal since the Defendant never provided the medical services that it is billing the Plaintiff.

34 Defendant Ratmin Kassir, MD D/B/A Ridgewood ENT and Dermatology, NJ
conduct in this matter willful, wanton and intentional.

35 As a result of Defendant Ratmin Kassir, MD D/B/A Ridgewood ENT and
Dermatology, NJ's conduct the Plaintiff has suffered an ascertainable loss
including but not limited to having to defend against the collection of debt
that she never incurred since the medical services were never provided.

CLAIM FOR RELIEF

I.

Fair Credit Billing Act

36 The Plaintiff repeats realleges and incorporates herein the allegations of all
the preceding paragraphs.

37 The purpose of the Fair Credit Billing Act (hereinafter "FCBA") is "to
protect the consumer against inaccurate and unfair credit billing and credit
card practices." 15 U.S.C. § 1601.

38 Defendants Comenity and Alphaeon are creditors under the FCBA because
they extend credit for which payment of a finance charge is or may be
required whether in connection with loans, sales of property or services, or
otherwise. 15 U.S.C. § 1602 (f).

39 The Plaintiff is a consumer within the definition of 15 U.S.C. § 1602 (i)
because she is a natural person and the money, property, or service which
are the subject of the transaction was primarily for personal, family or
household purposes.

40 By letter dated June 7, 2019, the Plaintiff disputed the May 2019 periodic
statement since her earlier dispute had been verbal. Exhibit E.

41 Enclosed with the dispute letter dated June 7, 2019, was a copy of Dr. Jose Fragoso's instruction that the nasal surgery should be canceled.

42 The Plaintiff complained about the billing error pursuant to 15 U.S.C. 1666 (b) (3) that is she was being charged for goods or services that were never accepted.

43 Defendants responded to the dispute letter by essentially attempting to absolve themselves of the responsibility to investigate the billing error. Exhibit I.

44 Also, the Defendants misdirected the Plaintiff to contact the medical provider to resolve the billing error. Exhibit I.

45 In her dispute letter of June 7, 2019, the Plaintiff erroneously identified The Dermatology Group and Dr. Bashline as the medical providers, so she sent a second dispute letter dated February 13, 2020, in which she identified Dr. Kassir and Ridgewood ENT and Dermatology as the medical provider. Exhibit K.

46 12 C.F.R. § 1026.13 (f) obligates Defendants Comenity and Alphaeon to conduct a reasonable investigation before determining there was no billing error.

47 Defendants Comenity and Alphaeon violated 15 U.S.C. § 1661 (a) (3) ((B) (ii) which requires them to determine that the goods or services were delivered or received by the consumer.

Wherefore, Plaintiff demands judgment against Defendants Comenity and Alphaeon for the following relief:

A. Actual Damages pursuant to U.S.C. § 1640 (a) (1);

- B. Statutory damages in the amount of double the finance charge, pursuant to 15 U.S.C. § 1640 (a) (2) with a minimum award of \$500 and a maximum award of \$5,000, or such higher amount as may be appropriate in light of Defendants' pattern or practice of noncompliance;
- C. Pursuant to 15 U.S.C. § 1666 (e), an order requiring Defendants to forfeit any right to collect the first \$50 of the disputed amount and any finance charges from Plaintiff;
- D. An order requiring Defendants to credit the Plaintiff with the disputed amount and related finance charge or other charges;
- E. Reasonable attorney's fees and costs, pursuant to 15 U.S.C. § 1640 (a) (3); and
- F. Such other legal and equitable relief as this Court deems just.

II.

New Jersey Fair Credit Billing Act

48 The Plaintiff repeats realleges and incorporates herein the allegations of all the preceding paragraphs.

49 Defendants Comenity and Alphaeon's denial letter dated June 14, 2019, clearly demonstrates that the Defendants never conducted a reasonable investigation into the Plaintiff's claim that the medical services were never accepted.

50 Plaintiff is a consumer within the definition of N.J.S.A. 56:11-1 because she is a natural person.

51 Defendant Comenity is a creditor within the definition of N.J.S.A. 56:11-1 because in the ordinary course of its business it regularly extends consumer credit and is the issuer of the card.

52 Defendant Alphaeon is a creditor within the definition of N.J.S.A. 56:11-1 because in the ordinary course of its business it regularly extends consumer credit and is the merchant in whose name credit was extended.

53 Defendants violated the NJFCBA when they failed to conduct a reasonable investigation before determining there was no billing error as required by N.J.S.A. 56:11-3.

Wherefore, Plaintiff demands judgment against Defendants Comenity and Alphaeon for the following relief:

- A. Actual Damages pursuant to N.J.S.A. 56:11-7;
- B. Twice the amount of the billing error pursuant to N.J.S.A. 56:11-7;
- C. Costs of this action together with reasonable attorney's fees pursuant to N.J.S.A. 56:11-7; and
- D. Such other legal and equitable relief as this Court deems just.

III.

Consumer Fraud Act

54 The Plaintiff repeats realleges and incorporates herein the allegations of all the preceding paragraphs.

55 The Defendant Ramtin Kassir, MD D/B/A Ridgewood ENT and Dermatology, NJ is a "person" within the meaning of N.J.S.A. 56:8-1(d).

56 The Plaintiff obtained "merchandise" within the meaning of N.J.S.A. 56:8-1(c).

57 The Defendant Ramtin Kassir, MD D/B/A Ridgewood ENT and Dermatology, NJ engaged in unconscionable commercial practices, fraud, false promises, pretenses, and misrepresentation in the subsequent performance of the sale of merchandise in violation of N.J.S.A. 56:9-2.

58 The Defendant Ramtin Kassir, MD D/B/A Ridgewood ENT and Dermatology, NJ engaged in unconscionable commercial practices, fraud, false promises, pretenses, and misrepresentation in direct violation of N.J.S.A. 56:9-2:

- a. By billing the Plaintiff for services that she never received
- b. By having Defendants Comenity and Alphaeon collect on a debt for the services that were never provided.
- c. By having Comenity and Alphaeon wrongfully report to the credit reporting agencies that the Plaintiff owes a debt for services that were never provided.

59 As a result of Defendant Ramtin Kassir, MD D/B/A Ridgewood ENT and Dermatology, NJ's unlawful actions, the Plaintiff has suffered an ascertainable loss in the amount of money demanded by Defendants Comenity and Alphaeon, thus entitling the Plaintiff to treble damages under N.J.S.A. 56:8-19.

Wherefore, Plaintiff demands judgment against Defendant Ramtin Kassir, MD D/B/A Ridgewood ENT and Dermatology, NJ for the following relief:

- A. Awarding treble damages pursuant to N.J.S.A. 56:8-19;
- B. Costs of this action together with reasonable attorney's fees pursuant to N.J.S.A. 56:8-19; and

C. Such other legal and equitable relief as this Court deems just.

IV.

Fair Credit Reporting Act

60 The Plaintiff repeats realleges and incorporates herein the allegations of all the preceding paragraphs.

61 The Plaintiff is a “consumer” as the term is defined by 15 U.S.C. § 1681a (c).

62 Defendants Comenity and Alphaeon are a “person” as the term is defined by 15 U.S.C. § 1681a (b).

63 Defendants Comenity and Alphaeon are also furnishers of consumer credit information within the meaning of 15 U.S.C. § 1681s-2.

64 As furnishers of consumer credit information Defendants, Comenity and Alphaeon are generally prohibited from “furnish[ing] any information relating to any consumer reporting agency if the person knows or has reasonable cause to believe that the information is inaccurate.” 15 U.S.C. § 1681s-2 (a) (1) (A).

65 By letter dated June 7, 2019, the Plaintiff disputed the accuracy of the Comenity Capital Bank/Alphaeon account with Trans Union, Equifax, and Experian (hereinafter collectively referred to as “CRA”). Exhibit G.

66 A copy of the June 7, 2019, dispute letter to the credit reporting agencies was mailed to the designated address that Comenity Capital Bank/Alphaeon Credit has for credit reporting disputes along with the supporting documents that the Plaintiff had furnished the credit reporting agencies. Exhibit G.

- 67 The dispute letters and enclosures were mailed to the CRA and Defendants Comenity and Alphaeon by United States Postal Services certified mail return receipt requested. Exhibit G.
- 68 The CRA and Defendants Comenity and Alphaeon each acknowledged receipt of the dispute letter and enclosures. Exhibit G.
- 69 The dispute letter questioned the accuracy of reporting the Comenity Capital Bank/Alphaeon Credit account as “delinquent” when the Plaintiff had canceled the nasal surgery for her minor son and the medical services were never provided. Exhibit G.
- 70 Pursuant to 15 U.S. C. § 1681s-2(b)(1), the CRA in response to the Plaintiff’s dispute letter dated June 7, 2019, should have notified Defendants Comenity and Alphaeon (hereinafter “the Defendants”) of the dispute and requested that the Defendants investigate the disputed information.
- 71 After receiving notice of the dispute from the CRA, the Defendants should have investigated the disputed information and reviewed all relevant information provided by the CRA.
- 72 Even before initiating the furnisher dispute process (15 U.S.C. § 1681s-2(b)), the Plaintiff had disputed the validity of the debt directly with the Defendants orally and through the Fair Credit Billing Act procedure. Exhibit E.
- 73 The Defendants were required to conduct a reasonable, timely and thorough investigation of the Plaintiff’s dispute and to respond to the CRA with truthful, complete and relevant information.

- 74 In response to the Plaintiff's dispute letter dated June 7, 2019, (15 U.S.C. § 1681i(a)(2) dispute notice), the Defendants verified the account as being delinquent to the CRA, when they knew that the nasal surgery had been canceled and the medical services had never been provided and that the alleged debt was being disputed.
- 75 The Defendants willfully violated their obligation under 15 U.S.C. § 1681s-2(b) to furnish truthful, accurate and complete information to the CRA, when they verified that the Comenity Capital Bank/Alphaeon account as delinquent and that the account had been charged-off as a bad debt when it knew or should have known that the nasal surgery had been canceled at the instruction of the Plaintiff's pediatrician and that the medical services had never been provided and that the Plaintiff was disputing the validity of the debt.
- 76 Alternatively, the Defendant's conduct in verifying the Comenity Capital Bank/Alphaeon account in response to the dispute process initiated through the CRA was negligent and violated its obligation under 15 U.S.C. § 1681s-2(b) to furnish truthful, accurate and complete information to the CRA.
- 77 The Defendants knew or should have known or consciously avoided knowing that the information they reported to the CRA in response to the Plaintiff's 15 U.S.C. § 1681i(a)(2) dispute notice was false, misleading, inaccurate and injurious to her credit standing and caused the Plaintiff humiliation, emotional distress, and mental anguish.
- 78 The Defendant's failure to comply with its obligations under 15 U.S.C. § 1681s-2(b) whether willfully or negligently entitles the Plaintiff to damages,

reasonable attorney's fees and costs pursuant to 15 U.S.C. § 1681n or 15 U.S.C. § 1681o.

Wherefore, Plaintiff demands judgment against Defendants Comenity and Alphaeon for the following relief:

- A. Statutory damages pursuant to 15 U.S.C. § 1681n(a)(1);
- B. Actual damages pursuant to 15 U.S.C. § 1681n(a)(1);
- C. Punitive damages pursuant to 15 U.S.C. § 1681n(a)(2);
- D. Costs of this action together with reasonable attorney's fees pursuant to 15 U.S.C. § 1681n(a)(3);
- E. Actual damages pursuant to 15 U.S.C. § 1681o(a)(1);
- F. Costs of this action with reasonable attorney's fees pursuant to 15 U.S.C. § 1681o(a)(2); and
- G. Such other legal and equitable relief as this Court deems just.

V.

The Truth in Lending Act

79 The Plaintiff repeats realleges and incorporates herein the allegations of all the preceding paragraphs.

80 The minimum payment warning boxes for the periodic statements for November 2018 to date except for the periodic statement for December 2018 fail to disclosure the monthly payment amount that would be required for the Plaintiff to pay-off the balance in 36 months if there are no further charges to the account.

81 For example, the minimum payment warning box for the periodic statement for January 2020 states that the minimum payment is \$1,567.00 then

states if the Plaintiff only pays the minimum it would take 18 years to pay off the debt and the estimated cost would be \$18,723.00. The billing statement fails to disclose the monthly payment amount that would be required for the Plaintiff to pay-off the balance in 36 months if there are no further charges to the account. Exhibit N.

82 The Plaintiff is a consumer as defined by 15 U.S.C. § 1602 (i).

83 Defendants Comenity and Alphaeon are creditors as defined by 15 U.S.C. §1602 (g).

84 Defendants violated the TILA by failing to provide the Plaintiff with the required minimum payment warning disclosure as mandated by 15 U.S.C. § 1637(b)(11)(B)(iii) and Regulation Z, specifically, 12 C.F.R. § 1026.7(b)(12).

Wherefore, Plaintiff demands judgment against Defendants Comenity and Alphaeon for the following relief:

- A. Actual damages pursuant to 15 U.S.C. § 1640 (a) (1);
- B. Statutory damages pursuant to 15 U.S.C. § 1640 (a) (2) (A);
- C. Costs of this action together with reasonable attorney's fees pursuant to 15 U.S.C. § 1640 (a) (3); and
- D. Such other legal and equitable relief as this Court deems just.

DEMAND FOR JURY TRIAL

Pursuant to R. 4:35 Plaintiff hereby demands trial of this action by jury.

Attorneys for Plaintiff

/s/ John C. Uyamadu

April 30, 2020

By: John C. Uyamadu, Esq.

DESIGNATION OF TRIAL COUNSEL

Pursuant to R. 4:25-4 John C. Uyamadu, Esq., Private Attorney Involvement (PAI / Pro Bono Attorney) and John Ukegbu, Esq. are designated trial counsel.

Attorneys for Plaintiff

/s/ John C. Uyamadu

April 30, 2020

By: John C. Uyamadu, Esq.

CERTIFICATION

I certify that the matter in controversy is not the subject of any other court proceeding or arbitration and that to the best of my knowledge and belief, no other parties other than those listed on the caption need be joined at this time and no other proceedings are contemplated at this time.

I further certify that all confidential personal identifiers have been redacted from all documents submitted to the court and that subsequent documents submitted to the court will not contain confidential personal identifiers per R. 1:38-7 (b). Finally, I certify that a copy of this Complaint with Demand for Trial by Jury will be served upon the Bureau of Consumer Financial Protection.

Attorneys for Plaintiff

/s/ John C. Uyamadu

April 30, 2020

By: John C. Uyamadu, Esq.

NOTICE REGARDING THE PRESERVATION OF ELECTRONICALLY STORED
INFORMATION

The Defendants have to preserve evidence relevant to this action even without a court order. Since electronically stored information (hereinafter “ESI”) may be an irreplaceable source of discovery in this matter, the Defendants must preserve all potentially relevant ESI. Consistent with that duty all ESI should be preserved and maintained in native format. 1) ESI from shared networks including ESI archived in the cloud, zip or external drives. 2) ESI from personal networks including ESI archived in the cloud, zip or external drives. 3) ESI from handheld devices, emails/attachments (live and archived), SMS/MMS text messages and messaging apps like WhatsApp. 4) ESI from social media like Facebook, Snapchat, Instagram, and Twitter. 5) ESI from portable electronic devices like smartphones, external storage devices like CDs, DVDs, external hard drives and flash drives, personal fitness devices, smart home devices and the Internet of Things (hereinafter “IoT”). 7) The metadata for the items cited hereinabove should be preserved and not altered deleted and/or over-written.

Attorneys for Plaintiff

/s/ John C. Uyamadu

April 30, 2020

By: John C. Uyamadu, Esq.

EXHIBIT A

**RIDGEWOOD ENT &
DERMATOL**

81 NORTH MAPLE AVE
RIDGEWOOD, NJ 07450
2019572370

Cashier Employee

Transaction 000008

Total \$100.00

DEBIT CARD SALE \$100.00

Retain this copy for statement
validation

22-Aug-2018 2:53:19P
\$100.00 | Method: LMV
US DEBIT XXXXXXXXXXXX4179
PATRICIA AGUILAR
Ref #: 823760516410
Auth #: 014233
MID: *****9884
AID: A000000098840
Attn:NwkNm: VI: A
RUnd:CREDIT
SIGNATURE VERIFIED

Online: <https://clover.com/p/4Z4EPNN4M6TA6>

EXHIBIT B

TRANSMISSION VERIFICATION REPORT

TIME : 10/30/2018 17:52
NAME : STAPLES 1785
FAX : 2012951095
TEL : 2012951095
SER.# : U63274M4J854340

DATE, TIME
FAX NO./NAME
DURATION
PAGE(S)
RESULT
MODE

10/30 17:51
19736929301
00:00:35
01
OK
STANDARD

State of New Jersey
PREScription BLANK


FRAGOSO PEDIATRIC ASSOCIATES, LLC
JOSE FRAGOSO, M.D.
PEDIATRICS
4808 BERGENLINE AVE., 5TH FLOOR, UNION CITY, NJ 07087
TEL: 201-865-3444 • FAX: 201-865-0038
NPI# 1164497624
DEA# 25MA04358000 FF7212587

IF PRESCRIPTION IS WRITTEN AT ALTERNATE PRACTICE SITE, CHECK HERE ☐
AND PRINT ALTERNATE ADDRESS AND TELEPHONE NUMBER ON REVERSE SIDE

PATIENT Lupercio Lopez DOB 10/30/18
ADDRESS See page 4 DATE 10/30/18

Adel

See page 4

 NPI# 1164497624

SUBSTITUTION PERMISSIBLE DO NOT SUBSTITUTE
DO NOT REFILL SIGNATURE OF PRESCRIBER
REFILL _____ TIMES [Signature]

Use a separate form for each controlled substance prescription
THEFT, UNAUTHORIZED REUSE, AND/OR USE OF THIS PRESCRIPTION ALTERNATE OR RECAP, ARE CRIMES PUNISHABLE BY LAW

Attention: Jenelly
(973) 692-9301

EXHIBIT C

PAGE 1 OF 4

Summary of account activity

Account no.-0162
Previous balance	\$0.00
Payments	0.00
Other credits	0.00
Purchases	4,000.00
Other debits	0.00
Fees charged	0.00
Interest charged	0.00
New balance	\$4,000.00
Past due amount	0.00
Credit limit	\$4,000.00
Available credit	\$0.00
Statement closing date	09/25/2018
Days in billing cycle	35

Payment Information

New balance	\$4,000.00
Minimum payment due	\$140.00
Payment due date	09/20/2018

Late payment warning:

If we do not receive your minimum payment by 09/20/2018 you may have to pay up to a \$38.00 late fee.

Minimum payment warning: If you make only the minimum payment for each period, you will pay more in interest and it will take you longer to pay off your balances. For example:

If you make no additional charges using this card and each month you pay:	You will pay off the balance shown on the statement in about:	And you will end up paying an estimated total of:
Only the minimum payment	17 years	\$11921
\$169	3 years	\$6075 (savings \$5845)

For information regarding credit counseling services, call 1-800-284-1706.

Account Questions? Need to make a payment? Want to know how to go paperless? Visit comenity.net/alphaeoncosmetic or call 1-855-497-8176 (TDD/TTY 1-858-519-1918). Want to stay in the know with credit tips and news? Visit us at facebook.com/askcomenity or at twitter.com/askcomenity.

Details of your transactions

TRANS DATE	TRANSACTION DESCRIPTION/LOCATION	AMOUNT
08/22/2018	ALPHAEON - COSMETIC PROMO PURCHASE - RIDGEWOOD-NJ	4,000.00
Fees		
	Total fees charged for this period	\$0.00
Interest charged		
	Interest charge on purchases	\$0.00
	Total interest for this period	\$0.00

2018 totals year to date	
Total fees charged in 2018	\$0.00
Total interest charged in 2018	\$0.00

Interest charge calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account. See BALANCE COMPUTATION METHOD on page 2 for more details.

TYPE OF BALANCE	APR	BALANCE SUBJECT TO INTEREST RATE	INTEREST CHARGE
Purchases	28.9900%	0.00	0.00
Plan 405-00001 DF INT PY RO	28.9900%	457.69	0.00

NOTICE: See reverse side for important information.
Please tear at perforation above.



Yes, I have moved or updated my e-mail address - see reverse.

PATRICIA AGUILAR

Account number-0162
New balance	\$4,000.00
Minimum payment	\$140.00

99 3

Amount enclosed: Payment must reach us by 5 pm ET on 09/20/2018.



Please make check payable to:
COMENITY - Alphaeon - Cosmetic

Please return this portion along with your payment to:
PO BOX 659622
SAN ANTONIO TX 78265-9622



44001018 00040661 7788402060930162 000014000 000400000

Keep this portion for your records.

What To Do If You Think You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at: Comenity Capital Bank PO Box 182620, Columbus, Ohio 43218-2620.

In your letter, give us the following information:

- **Account Information:** Your name and account number.
- **Disputed amount:** The dollar amount of the suspected error.
- **Description of Dispute:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement. You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question. While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The change in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to pay the remaining amount due on the purchase, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these is necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)

2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.

3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at: Comenity Capital Bank PO Box 182620, Columbus, Ohio 43218-2620.

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

HOW TO AVOID PAYING INTEREST. Your due date is at least 25 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire balance by the due date each month. We will begin to charge interest on new purchases made under a Low APR, Equal Payment or Budget Payment Credit Plan from the date of purchase.

BALANCE COMPUTATION METHOD. We calculate interest separately for each type of balance on your account using a "Daily Balance" to determine interest charges for each billing period. We figure the interest charge on your account by applying the periodic rate to the "daily balance" of your account for each day in the billing cycle. To get the "daily balance" we take the beginning balance of your account each day, add any new purchases and fees, and subtract any payments or credits (creating any net credit balance as a zero balance). This gives us the daily balance.

CREDIT REPORTING. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

NOTICE OF CREDIT REPORT DISPUTES

If you believe the account information we reported to a consumer reporting agency is inaccurate, you may submit a direct dispute to Comenity Capital Bank PO Box 182120, Columbus, Ohio 43218-2120. Your written dispute must provide sufficient information to identify the account and specify why the information is inaccurate.

- **Account Information:** Your name and account number.
- **Contact Information:** Your address and telephone number.
- **Disputed Information:** Identify the account information disputed and explain why you believe it is inaccurate.
- **Supporting Documentation:** If available, provide a copy of the section of the credit report showing the account information you are disputing.

We will investigate the disputed information and report the results to you within 30 days of receipt of the information needed for our investigation. If we find that the account information we reported is inaccurate, we will promptly provide the necessary correction to each consumer reporting agency to which we reported the information.

PAYMENTS MARKED "PAID IN FULL" All written communications regarding disputed amounts that include any check or other payment instrument marked with "payment in full" or similar language, must be sent to: 6550 North Loop East, Suite 101, San Antonio, TX 78247-5004.

DO NOT USE THE ENCLOSED REMITTANCE ENVELOPE.

We may accept payment sent to any other address without losing any of our rights.

No payment shall operate as an accord and satisfaction without prior written approval.

CUSTOMER SERVICE. Visit comenity.net/alphonseosmotic or call 1-855-497-8176 (TDD/TTY 1-888-819-1918).

TELEPHONE MONITORING. To provide you with high-quality service, phone communication with us is monitored and/or recorded.

ADDITIONAL INFORMATION. The following designations, when appearing on the front of your statement, mean the following: V means variable rate (this rate may vary); WY INT PAY RQ means WAIVE INTEREST, PAYMENT REQUIRED; WY INT EQ PY means WAIVE INTEREST, EQUAL PAYMENT; WY INT LOW PMT means WAIVE INTEREST, LOW PAYMENT; DEF INT PY RQ means DEFER INTEREST, PAYMENT REQUIRED; DEF INT EQ PY means DEFER INTEREST, EQUAL PAYMENT; DEF INT LOW PMT means DEFER INTEREST, LOW PAYMENT and LOW APR EQ PAY means LOW APR, EQUAL PAYMENT. If you have a variable rate account, your periodic rates may vary. You may pay all of your Account balance at any time without penalty.

Send all inquiries to: CUSTOMER SERVICE, PO Box 183003, Columbus, Ohio 43218-3003.

Send all bankruptcy notices and related correspondence to Comenity Capital Bank, Bankruptcy Department, PO Box 183043, Columbus, Ohio 43218-3043.

NOTICE ABOUT ELECTRONIC CHECK CONVERSION.

When you provide a check as payment, you authorize us, either in use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

PAYMENTS. Pay your account by the payment due date by the funds listed below. If we do not receive your payment in a correct format (as listed below) it may not be credited to your Account for up to five days, or may be rejected. Also, your payment must reach us by the payment cutoff time that applies to the payment method you select.

Correct Format. Correct format for different payment methods include:

Mailing or Overnight. Send a personal check, money order, traveler's check or cashier's check payable in U.S. dollars, to the name and address shown on this Statement or the payment stub area containing your balance and minimum payment amount. Be sure to include your payment stub, do not staple or clip your payment to the stub, include your account number on your check, use the envelope provided with your Statement. Send one payment with one payment stub and do not send any correspondence with your payment. You should prepay a payment in \$1241 from 1601 East, Suite 101, San Antonio, TX 78247-5004 and the minimum federal requirements are the same as other mailed payments unless there is a dispute on which case you follow. Send the Payments Marked "Paid in Full" section above. Do not send cash or gift certificates. **Pay By Phone:** You can call us toll free at 1-855-497-8176 (TDD/TTY 1-888-819-1918) to make a payment by telephone, which may include a fee. **Online:** You can make a payment online at comenity.net/alphonseosmotic.

Payment Cutoff Times. Payment cutoff time deadlines for us to receive payments are by the due date on this Statement or the payment stub area at the bottom of this page. **Mailing and Overnight:** By 6:00 pm Eastern Time (ET), **Pay By Phone:** By 8:00 pm (ET), **Online:** By 6:00 pm (ET).

New Information

Title (optional) _____ First Name _____ Last Name _____

Street Address _____ Apt. No. _____ City _____ State _____ Zip Code _____ Foreign Map Code _____

Phone (Home) _____ Work Phone _____

Soc. Sec. No. _____

RD Box _____

Work Phone _____

EXHIBIT D

PAGE 1 OF 4

Summary of account activity

Account no. *****-0162

Previous balance	\$0.00
Payments	0.00
Other credits	0.00
Purchases	0.00
Other debits	4,000.00
Fees charged	0.00
Interest charged	0.00
New balance	\$4,000.00
Past due amount	0.00
Credit limit	\$4,000.00
Available credit	\$0.00
Statement closing date	10/25/2018
Days in billing cycle	31

Payment information

New balance	\$4,000.00
Minimum payment due	\$140.00
Payment due date	11/20/2018

Late payment warning:

If we do not receive your minimum payment by 11/20/2018 you may have to pay up to a \$38.00 late fee.

Minimum payment warning: If you make only the minimum payment for each period, you will pay more in interest and it will take you longer to pay off your balances. For example:

If you make no additional charges using this card and each month you pay:	You will pay off the balance shown on the statement in about:	And you will end up paying an estimated total of:
Only the minimum payment	17 years	\$11866
\$168	3 years	\$6080 (savings \$5806)

For information regarding credit counseling services, call 1-800-284-1706.

You must pay the balance \$4,000.00 of your Plan 406-00002 in full by Mar 28, 2019 to avoid paying accrued interest charges.

Account Questions? Need to make a payment? Want to know how to go paperless? Visit comenity.net/alphaconcosmetic or call 1-855-497-8176 (TDD/TTY 1-888-819-1918). Want to stay in the know with credit tips and news? Visit us at [facebook.com/askcomenity](https://www.facebook.com/askcomenity) or at twitter.com/askcomenity.

Details of your transactions

TRANS DATE	TRANSACTION DESCRIPTION/LOCATION	AMOUNT
08/22/2018	PROVISIONAL CREDIT REVERSAL	4,000.00
Fees		
	Total fees charged for this period	\$0.00
Interest charged		
	Interest charge on purchases	\$0.00
	Total interest for this period	\$0.00

2018 totals year to date	
Total fees charged in 2018	\$0.00
Total interest charged in 2018	\$0.00

Interest charge calculation

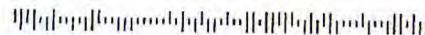
Your Annual Percentage Rate (APR) is the annual interest rate on your account. See BALANCE COMPUTATION METHOD on page 2 for more details.

TYPE OF BALANCE	APR	BALANCE SUBJECT TO INTEREST RATE	INTEREST CHARGE
Purchases	28.9900%	0.00	0.00
Plan 406-00002 DF INT PY RQ	28.9900%	0.00	0.00

NOTICE: See reverse side for important information.
Please tear at perforation above



Yes, I have moved or updated my e-mail address - see reverse



PATRICIA AGUILAR

Account number	*****-0162
New balance	\$4,000.00
Minimum payment	\$140.00

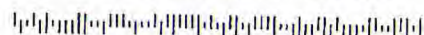
99 2 3

Amount enclosed: Payment must reach us by 6 pm ET on 11/20/2018



Please make check payable to:
COMENITY - Alphaeon - Cosmetic

Please return this portion along with your payment to:
PO BOX 659622
SAN ANTONIO TX 78265-9622



44001018 00038176 7788402060930162 000014000 000400000

Keep this portion for your records.

What To Do If You Think You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at: Comenity Capital Bank PO Box 182620, Columbus, Ohio 43218-2620.

In your letter, give us the following information:

- **Account Information:** Your name and account number.
- **Dispute amount:** The dollar amount of the suspected error.
- **Description of Problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement. You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors unless you have to pay the amount in question. While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- If a charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these is necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at: Comenity Capital Bank PO Box 182620, Columbus, Ohio 43218-2620.

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

HOW TO AVOID PAYING INTEREST. Your due date is at least 25 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire balance by the due date each month. We will begin to charge interest on new purchases made under a Low APR, Equal Payment or Budget Payment Credit Plan from the date of purchase.

BALANCE COMPUTATION METHOD. We calculate interest separately for each type of balance on your account using a "Daily Balance" to determine interest charges for each billing period. We figure the interest charge on your account by applying the periodic rate to the "daily balance" of your account for each day in the billing cycle. To get the "daily balance" we take the beginning balance of your account each day, add any new purchases and fees, and subtract any payments or credits (treating any net credit balance as a zero balance). This gives us the daily balance.

CREDIT REPORTING. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

NOTICE OF CREDIT REPORT DISPUTES

If you believe the account information we reported in a consumer reporting agency is inaccurate, you may submit a direct dispute to Comenity Capital Bank PO Box 182120, Columbus, Ohio 43218-2120. Your written dispute must provide sufficient information to identify the account and specify why the information is inaccurate.

- **Account Information:** Your name and account number.
- **Contact Information:** Your address and telephone number.
- **Disputed Information:** Identify the account information disputed and explain why you believe it is inaccurate.
- **Supporting Documentation:** If available, provide a copy of the section of the credit report showing the account information you are disputing.

We will investigate the disputed information and report the results to you within 30 days of receipt of the information needed for our investigation. If we find that the account information we reported is inaccurate, we will promptly provide the necessary correction to each consumer reporting agency to which we reported the information.

PAYMENTS MARKED "PAID IN FULL." All written communications regarding disputed amounts that include any check or other payment instrument marked with "payment in full" or similar language, must be sent to: 6550 North Loop IC04 East, Suite 101, San Antonio, TX 78247-5004.

DO NOT USE THE ENCLOSED REMITTANCE ENVELOPE.

- We may accept payment sent to any other address without losing any of our rights.
- No payment shall operate as an accord and satisfaction without prior written approval.

CUSTOMER SERVICE. Visit comenity.net/alphacosmetic or call 1-855-497-8176 (TDD/TTY 1-855-819-1918).

TELEPHONE MONITORING. To provide you with high-quality service, phone communication with us is monitored and/or recorded.

ADDITIONAL INFORMATION. The following designations, when appearing on the front of your statement, mean the following: V means variable rate (this rate may vary); WY INT PAY RQ means WAIVE INTEREST, PAYMENT REQUIRED; WY INT EQ PY means WAIVE INTEREST, EQUAL PAYMENT; WY INT LOW PMT means WAIVE INTEREST, LOW PAYMENT; DF INT PY RQ means DEFER INTEREST, PAYMENT REQUIRED; DEF INT EQ PY means DEFER INTEREST, EQUAL PAYMENT; DF INT LOW PMT means DEFER INTEREST, LOW PAYMENT and LOW APR EQ PAY means LOW APR, EQUAL PAYMENT. If you have a variable rate account, your periodic rates may vary. You may pay all of your Account balance at any time without penalty.

Send all inquiries to: CUSTOMER SERVICE, PO Box 183003, Columbus, Ohio 43218-3003.

Send all bankruptcy notices and related correspondence to Comenity Capital Bank, Bankruptcy Department, PO Box 183043, Columbus, Ohio 43218-3043.

NOTICE ABOUT ELECTRONIC CHECK CONVERSION

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

PAYMENTS. Pay your Account by the payment due date by the time listed below. If we do not receive your payment in a correct format (outlined below) it may not be credited to your Account for up to five days, or may be rejected. Also, your payment must reach us by the payment cutoff time that applies to the payment method you select.

Correct Format. Correct format for different payment methods include:

Mailing or Overnight: Send a personal check, money order, traveler's check or cashier's check payable in U.S. dollars, to the name and address shown on this Statement in the payment stub area containing your balance and minimum payment amount. Be sure to include your payment stub, do not staple or clip your payment to the stub, include your account number on your check, use the envelope provided with your Statement, send one payment without payment stubs and do not send any correspondence with your payment. You should overnight a payment to 6550 North Loop IC04 East, Suite 101, San Antonio, TX 78247-5004 and the additional format requirements are the same as other mailed payments unless there is a dispute, in which case you follow the Payments Marked "Paid in Full" section above. Do not send cash or gift certificates. **Pay By Phone:** You can call us toll free at 1-855-497-8176 (TDD/TTY 1-888-819-1918) to make a payment by telephone, which may include a fee. **Online:** You can make a payment online at comenity.net/alphacosmetic.

Payment Cutoff Times. Payment cutoff times/sending times for us to receive payments are by the due date on this Statement in the payment stub area at the following times: **Mailing and Overnight:** By 6:00 pm Eastern Time (ET); **Pay By Phone:** By 8:00 pm (ET); **Online:** By 8:00 pm (ET).

New Information

Title (optional): _____ First Name _____ MI _____
Last Name _____ Soc. Sec. No. _____
Street Address _____
Apt. No. _____ RR _____ PO Box _____
City _____ State _____ Zip Code _____ Foreign Map Code _____
Home Phone _____ Work Phone _____
Email Address _____

EXHIBIT E

PATRICIA AGUILAR

NORTH BERGEN, NEW JERSEY 07047-5549

June 7, 2019

CERTIFIED MAIL RETURN RECEIPT REQUESTED 7017 2620 0000 1724 4047

Comenity Capital Bank
P.O. Box 182620
Columbus, Ohio 43218-2620


Re: Patricia Aguilar
Comenity-Alphaeon Credit Account Ending
In 0162
The Dermatology Group (Benjamin R.
Bashline, D.O.), Ridgewood, NJ
Disputed charge \$4971.90
Medical Services Never Provided Because
Surgery Was Cancelled.

Dear Sir or Madam:

I am writing to dispute the billing statements for closing payment due date June 20, 2019. I had previously disputed the charges because the nasal surgery that my minor son was to undergo was canceled at the recommendation of his pediatric physician Jose Fragoso, M.D. See enclosed. I paid \$200 for the initial consultation with Dr. Benjamin R. Bashline there were no medical services provide beyond the initial consultation. See enclosed.

Since there were no medical services that Dr. Bashline and The Dermatology Group provided beyond the initial consultation that was paid, I am demanding that Comenity Capital Bank and Alphaeon Credit reverse the \$4971.90 charge in its entirety and close the account. In addition, please ensure that if you are reporting this account to the credit reporting agencies that you take the necessary steps to cease further reporting of the account. Pursuant to the Fair Credit Billing Act, you must acknowledge receipt of this letter in writing within 30 days of receiving it and conduct an investigation within 90 days. In the meantime, I am not obligated to pay the amount in dispute during the investigation. Thank you for your attention to this matter.

Very truly yours,


Patricia Aguilar

Cc: The Dermatology Group
Federal Trade Commission
Consumer Financial Protection Bureau
Director, New Jersey Division of Consumer Affairs

EXHIBIT F

Visit our Payment Help Center at
comenity.net/paymenthelp
to schedule a payment for the minimum due
and bring your account current.

PAGE 1 OF 4

Summary of account activity

Account no *****-0162

Previous balance	\$4,813.78
Payments	0.00
Other credits	0.00
Purchases	0.00
Other debits	0.00
Fees charged	38.00
Interest charged	120.12
New balance	\$4,971.90
Past due amount	752.00
Credit limit	\$4,000.00
Available credit	\$0.00
Statement closing date	05/25/2019
Days in billing cycle	31

Payment information

New balance	\$4,971.90
Minimum payment due	\$927.00
Payment due date	06/20/2019

Late payment warning:
If we do not receive your minimum payment by 06/20/2019 you may have to pay up to a \$38.00 late fee.

Minimum payment warning: If you make only the minimum payment for each period, you will pay more in interest and it will take you longer to pay off your balances. For example:

If you make no additional charges using this card and each month you pay:	You will pay off the balance shown on the statement in about:	And you will end up paying an estimated total of:
Only the minimum payment	18 years	\$15064

For information regarding credit counseling services, call 1-800-284-1706.

Details of your transactions

TRANS DATE	TRANSACTION DESCRIPTION/LOCATION	AMOUNT
Fees		
05/20/2019	LATE FEE	38.00
	Total fees charged for this period	\$38.00
Interest charged		
	Interest charge on purchases	\$120.12
	Total interest for this period	\$120.12

2019 totals year to date	
Total fees charged in 2019	\$192.00
Total interest charged in 2019	\$712.90

Interest charge calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account. See BALANCE COMPUTATION METHOD on page 2 for more details. Minimum interest charge may exceed interest charge below, per your credit card agreement.

TYPE OF BALANCE	APR	BALANCE SUBJECT TO INTEREST RATE	INTEREST CHARGE
Purchases	28.9900%	4,878.94	120.12

Additional important messages

Important Reminder: Promotional plan expiration dates and payment due dates may be different.

If you have previously made purchases with this credit card using a promotional plan, or might do so in the future, this information applies to you

In the past, we haven't always stopped the promotional terms immediately after a promotional plan expires. However, we will begin doing so effective 6/1/2019. This means that if you have a remaining
(CONTINUED)

NOTICE: See reverse side for important information
Please tear at perforation above



☐ Yes, I have moved or updated my e-mail address - see reverse.

|||||
PATRICIA AGUILAR

Account number *****-0162
New balance \$4,971.90
Minimum payment \$927.00

Amount enclosed: Payment must reach us by 6 pm ET on 06/20/2019.

\$

Please make check payable to:
COMENITY - Alphaeon - Cosmetic

Please return this portion along with your payment to:
PO BOX 659622
SAN ANTONIO TX 78265-9622

|||||

44001018 00026925 7788402060930162 000092700 000497190

Keep this portion for your records.

What To Do If You Think You Find A Mistake On Your Statement

If you think there is an error in your statement, write to us at: Comenity Capital Bank, PO Box 182620, Columbus, Ohio 43218-2620.

- In your letter, give us the following information:
 - Account Information: Your name and account number.
 - Error(s) noted: The dollar amount of the suspected error.
 - Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement. You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question. While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

- The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these is necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
- You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
- You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at: Comenity Capital Bank, PO Box 182620, Columbus, Ohio 43218-2620.

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

HOW TO AVOID PAYING INTEREST. Your due date is at least 25 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire balance by the due date each month. We will begin to charge interest on new purchases made under a Low APR, Equal Payment or Budget Payment Credit Plan from the date of purchase.

BALANCE COMPUTATION METHOD. We calculate interest separately for each type of balance on your account using a "Daily Balance" to determine interest charges for each billing period. We figure the interest charge on your account by applying the periodic rate to the "daily balance" of your account for each day in the billing cycle. To get the "daily balance" we take the beginning balance of your account each day, add any new purchases and fees, and subtract any payments or credits (treating any net credit balance as a zero balance). This gives us the daily balance.

CREDIT REPORTING. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

NOTICE OF CREDIT REPORT DISPUTES

If you believe the account information we reported to a consumer reporting agency is inaccurate, you may submit a direct dispute to Comenity Capital Bank, PO Box 182120, Columbus, Ohio 43218-2120. Your written dispute must provide sufficient information to identify the account and specify why the information is inaccurate.

- Account Information: Your name and account number.
- Contact Information: Your address and telephone number.
- Disputed Information: Identify the account information disputed and explain why you believe it is inaccurate.
- Supporting Documentation: If available, provide a copy of the section of the credit report showing the account information you are disputing.

We will investigate the disputed information and report the results to you within 30 days of receipt of the information needed for our investigation. If we find that the account information we reported is inaccurate, we will promptly provide the necessary correction to each consumer reporting agency to which we reported the information.

PAYMENTS MARKED "PAID IN FULL". All written communications regarding disputed amounts that include any check or other payment instrument marked with "payment in full" or similar language, must be sent to: 6550 North Loop 1604 East, Suite 101, San Antonio, TX 78247-5004.

DO NOT USE THE ENCLOSED REMITTANCE ENVELOPE

We may accept payment sent to any other address without losing any of our rights.

No payment shall operate as an accord and satisfaction without prior written approval.

CUSTOMER SERVICE. Visit comenity.net/alphahomescosmetic or call 1-855-497-8176 (TDD/TTY 1-855-819-1918).

TELEPHONE MONITORING. To provide you with high-quality service, phone communication with us is monitored and/or recorded.

ADDITIONAL INFORMATION. The following designations, when appearing on the front of your statement, mean the following: Variable rate (this rate may vary); WW INT PAY PQ means WAIVE INTEREST, PAYMENT REQUIRED; WW INT EQ PY means WAIVE INTEREST, EQUAL PAYMENT; WW INT LOW PMT means WAIVE INTEREST, LOW PAYMENT; DF INT PY PQ means DEFER INTEREST, PAYMENT REQUIRED; DEF INT EQ PY means DEFER INTEREST, EQUAL PAYMENT; DF INT LOW PMT means DEFER INTEREST, LOW PAYMENT and LOW APR EQ PY means LOW APR, EQUAL PAYMENT. If you have a variable rate account, your periodic rates may vary. You may pay all of your Account balance at any time without penalty.

Send all inquiries to: CUSTOMER SERVICE, PO Box 183003, Columbus, Ohio 43218-3003.

Send all bankruptcy notices and related correspondence to Comenity Capital Bank, Bankruptcy Department, PO Box 183243, Columbus, Ohio 43218-3043.

NOTICE ABOUT ELECTRONIC CHECK CONVERSION

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

PAYMENTS. Pay your Account by the payment due date by the time listed below. If we do not receive your payment in a checked or not cashed (below) if in a not cashed to your account for up to five days, or may be rejected. Also, your payment must reach us by the payment cutoff time that applies to the payment method you select.

Correct Format (Correct) format for different payment methods include:

Mailing or Overnight: Send a personal check, money order, traveler's check or cashier's check payable in U.S. dollars, to the name and address shown on this Statement in the payment stub area containing your balance and minimum payment amount. Be sure to include your payment stub, do not staple or clip your payment to the stub, include your account number on your check, use the envelope provided with your Statement, send one payment with one payment stub and do not send any correspondence with your payment. You should overnight a payment to 6550 North Loop 1604 East, Suite 101, San Antonio, TX 78247-5004 and the additional format requirements are the same as other mailed payments unless there is a dispute, in which case you follow the Payments Marked "Paid in Full" section above. Do not send cash or gift certificates. **Pay By Phone:** You can call us toll free at 1-855-497-8176 (TDD/TTY 1-855-819-1918) to make a payment by telephone, which may include a fee. **Online:** You can make a payment online at comenity.net/alphahomescosmetic.

Payment Cutoff Times. Payment cutoff times/deadlines for us to receive payments are by the due date on this Statement or the payment stub and at the following times: **Mailing and Overnight:** By 6:00 pm Eastern Time (ET); **Pay By Phone:** By 8:00 pm (ET); **Online:** By 8:00 pm (ET).

New Information

Title (optional) _____ First Name _____ MI _____
Last Name _____ Sec. No. _____
Street Address _____
Appt. No. _____ RR _____ PO Box _____
City _____ State _____ Zip Code _____ Foreign Mail Code _____
Home Phone _____ Work Phone _____
Email Address _____

EXHIBIT G

PATRICIA AGUILAR

North Bergen, New Jersey 07047-4449

June 7, 2019

Via CMRRR: 7017 2620 0000 1724 4016

Experian
NCAC
P. O. Box 2002
Allen, Texas 75013

Re: Report No. 1561-1181-40

Via CMRRR: 7017 2620 0000 1724 4023

TransUnion Consumer Relations
P. O. Box 2000
Chester, Pennsylvania 19016-2000

Re: File No. 395663428

Via CMRRR: 7017 2620 0000 1724 4030

Equifax Information Services, LLC.
P. O. Box 105314
Atlanta, Georgia 30348

Re: Confirmation No. 9081072314

Re: Name: Patricia Aguilar
Address:
North Bergen, New Jersey 07047-3441
DOB:
SSN:

Dear Credit Reporting Agencies:

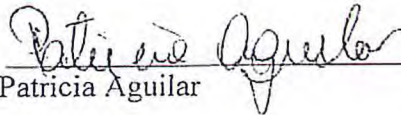
I received a copy of my credit report from your agencies and I found the following reporting errors:

1. I am disputing the Comenity Capital Bank/Alphaeon Credit tradeline on the grounds that the medical services that I am been charged for were never received. Comenity Bank/Alphaeon Credit contrary to the Fair Credit Billing Act (FCBA) failed to verify that the medical services were provided.

Pursuant to the Fair Credit Reporting Act, I am requesting that you re-investigate the item(s) indicated, and promptly delete any unverifiable, inaccurate, or outdated information from my credit report.

In addition, I am requesting a description of how the investigation was conducted along with the name, address, and telephone number of anyone contacted for information. Furthermore, if there is a change in my credit history resulting from your investigation, I am requesting that an updated report be sent to those who received my report, within the last two years for employment purposes or within the last one year for any other purpose.

Sincerely,


Patricia Aguilar

Enclosures

Cc: Comenity Capital Bank/Alphaeon Credit (with enclosures)
CMRRR: 7017 1000 0000 9851 1767

4/9/2020

USPS.com® - USPS Tracking® Results

USPS Tracking®

[FAQs >](#)

Track Another Package +

Tracking Number: 70172620000017244016

[Remove X](#)

Your item was delivered at 3:03 pm on June 10, 2019 in ALLEN, TX 75013.

 **Delivered**

June 10, 2019 at 3:03 pm
Delivered
ALLEN, TX 75013

Feedback

Tracking History



Product Information



See Less ^

Can't find what you're looking for?

Go to our [FAQs](#) section to find answers to your tracking questions.

FAQs

4/9/2020

USPS.com® - USPS Tracking® Results

USPS Tracking®

[FAQs >](#)

[Track Another Package +](#)

Tracking Number: 70172620000017244023

[Remove X](#)

Your item was delivered at 11:15 am on June 10, 2019 in CRUM LYNNE, PA 19022.

 **Delivered**

June 10, 2019 at 11:15 am
Delivered
CRUM LYNNE, PA 19022

Feedback

Tracking History



June 10, 2019, 11:15 am

Delivered

CRUM LYNNE, PA 19022

Your item was delivered at 11:15 am on June 10, 2019 in CRUM LYNNE, PA 19022.

June 10, 2019, 10:00 am

Arrived at Unit

CHESTER, PA 19013

June 9, 2019

In Transit to Next Facility

June 8, 2019, 2:23 pm

Arrived at USPS Regional Facility

PHILADELPHIA PA DISTRIBUTION CENTER

4/9/2020

USPS.com® - USPS Tracking® Results

June 7, 2019, 10:39 pm
Arrived at USPS Regional Facility
KEARNY NJ DISTRIBUTION CENTER

Product Information



See Less 

Can't find what you're looking for?

Go to our FAQs section to find answers to your tracking questions.

FAQs

Feedback

4/9/2020

USPS.com® - USPS Tracking® Results

USPS Tracking®

[FAQs >](#)

[Track Another Package +](#)

Tracking Number: 70172620000017244030

[Remove X](#)

Your item was delivered at 9:39 am on June 10, 2019 in ATLANTA, GA 30348.

 **Delivered**

June 10, 2019 at 9:39 am
Delivered
ATLANTA, GA 30348

Feedback

Tracking History



Product Information



[See Less ^](#)

Can't find what you're looking for?

Go to our [FAQs](#) section to find answers to your tracking questions.

[FAQs](#)

4/9/2020

USPS.com® - USPS Tracking® Results

USPS Tracking®

[FAQs >](#)

[Track Another Package +](#)

Tracking Number: 70171000000098511767

[Remove X](#)

Your item was delivered at 6:28 am on June 11, 2019 in COLUMBUS, OH 43218.

 **Delivered**

June 11, 2019 at 6:28 am
Delivered
COLUMBUS, OH 43218

Feedback

Tracking History



Product Information



[See Less ^](#)

Can't find what you're looking for?

Go to our [FAQs](#) section to find answers to your tracking questions.

[FAQs](#)

EXHIBIT H



Comenity Capital Bank
PO Box 183003
Columbus, OH 43218-3003



PATRICIA AGUILAR

06/13/2019

Account Ending In: 0162

Dear PATRICIA AGUILAR,

Thank you for contacting Comenity Capital Bank. As the bank that issues your ALPHAEON CREDIT credit card account, we're here to help with your questions.

We have received your claim and are currently researching it. If we are in need of additional information to complete our review, a notification will be sent to your address on file. Please allow up to 90 days for us to complete our investigation.

During the time of investigation, your periodic statements may display a credit(s) or a credit balance. Please be aware this is a temporary credit(s) to assure you are not paying on any disputed amount, applicable finance charges or fees during investigation.

Upon the completion of our investigation, we will notify you of our findings.

We value you as a customer. If you have additional questions or documentation to support your dispute, please send it to the address at the top of this letter. If you have further questions about your account, please contact the Customer Care team, toll free, at 1-855-497-8166 (TDD/TTY: 1-888-819-1918).

Sincerely,

Customer Care team



Send Correspondence To
Comenity Capital Bank
PO Box 183003 Columbus, OH 43218-3003
All Bankruptcy Notices/Related Correspondence To
PO Box 183043 Columbus, OH 43218-3043

EXHIBIT I



June 14, 2019
Account Ending in 0162

Patricia Aguilar

June 14, 2019

Dear Patricia,

Thank you for contacting Comenity Capital Bank. As the bank that issues your Alphaeon Credit Cosmetic Account, we are here to help with your questions.

You recently contacted our office in regard to an issue with your Alphaeon Credit Cosmetic Account. In reviewing your dispute, our records indicate that we have already responded to this issue. Our position remains unchanged, we have no additional information to provide from our office.

As the bank that issues your Alphaeon Credit Cosmetic Credit Account, we must rely on the information they provide to us. If you disagree with the purchase, we encourage you to contact the provider directly.

As needed, during our investigation we may issue accounts temporary credit(s) for the disputed amount, related finance charges, and fees, if any. Whenever issued, the credit(s) is indicated on statements as "provisional credit", "finance charge credit", and/or "premium/fee adjustment". If issued, you will see this credit(s) removed on your next statement as appropriate.

The following credit bureau reporting agencies will be updated to reflect our findings:

Equifax: PO Box 740256 Atlanta, GA 30374-0256 1-866-349-5191 www.equifax.com/personal/disputes	Transunion: PO Box 2000 Chester, PA 19016 1-800-916-8800 Dispute.transunion.com
Innovis Data Solutions: PO Box 1640 Pittsburgh, PA 15230-1640 1-800-540-2505 www.innovis.com/personal/disputeresolution	Experian: PO Box 2002 Allen, TX 75013 1-888-EXPERIAN (1-888-397-3742) www.experian.com/disputes

At this time, our investigation has concluded. We value you as a customer. If you have additional information or documentation to support your dispute, please send it to the address at the bottom of this letter. If you have further questions about your account, please contact the Customer Care Team, toll free, at 1-855-497-8176 (TDD/TTY: 1-888-819-1918).

Sincerely,
Customer Care Team

Comenity Capital Bank PO Box 182620 Columbus, OH 43218-2620

EXHIBIT J



PATRICIA AGUILAR

07/06/2019

Account Ending In: 0162

Dear PATRICIA AGUILAR,

Thank you for contacting Comenity Capital Bank. As the bank that issues your ALPHAEON CREDIT credit card account, we are here to help with your questions.

We are in receipt of your letter dated 06/11/2019 requesting that we investigate information reported on your credit file. After an investigation of our records, we found the information on your ALPHAEON CREDIT credit card account is accurate as currently reported on your credit file.

If you have any further questions, please write to us at the bank address listed on this letter. Please include your account number with all correspondence.

Sincerely,

Customer Care team

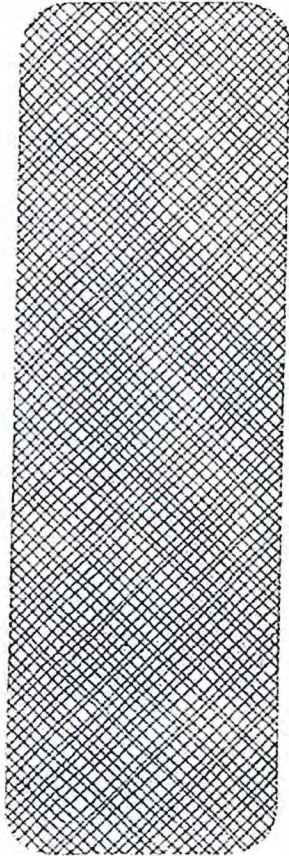


Send Correspondence To
Comenity Capital Bank
PO Box 183003 Columbus, OH 43218-3003
All Bankruptcy Notices/Related Correspondence To
PO Box 183043 Columbus, OH 43218-3043



Comenity Capital Bank
PO Box 183003
Columbus, OH 43218-3003

PRESORTED
FIRST-CLASS MAIL
U.S. POSTAGE PAID
ALLIANCE DATA



Important Account Information Enclosed

EXHIBIT K

PATRICIA AGUILAR

NORTH BERGEN, NEW JERSEY 07047-5549

February 13, 2020

CERTIFIED MAIL RETURN RECEIPT REQUESTED 7017 1000 0000 9851 1835

Comenity Capital Bank
P.O. Box 182620
Columbus, Ohio 43218-2620

Re: Patricia Aguilar
Comenity Alphaeon Credit
Account Ending In 0162
Ridgewood ENT and Dermatology, NJ and
Dr. Ratmin Kassir, Ridgewood, NJ
Disputed charge \$6,182.40
**Medical Services Never Provided Because
Surgery Was Cancelled.**

Dear Sir or Madam:

I am writing to dispute the billing statements for closing payment due date February 2, 2020. I had previously disputed the charges because the nasal surgery that my minor son was to undergo was canceled at the recommendation of his pediatric physician Jose Fragoso, M.D. See enclosed. I paid \$200 for the initial consultation with Dr. Ratmin Kassir there were no medical services provide beyond the initial consultation. See enclosed.

Since there were no medical services that Dr. Ratmin Kassir and Ridgewood ENT and Dermatology, NJ provided beyond the initial consultation that was paid, I am demanding that Comenity Capital Bank and Alphaeon Credit reverse the \$6,182.40 charge in its entirety and close the account. In addition, please ensure that if you are reporting this account to the credit reporting agencies that you take the necessary steps to cease further reporting of the account. Pursuant to the Fair Credit Billing Act, you must acknowledge receipt of this letter in writing within 30 days of receiving it and conduct an investigation within 90 days. In the meantime, I am not obligated to pay the amount in dispute during the investigation. Thank you for your attention to this matter.

Very truly yours,

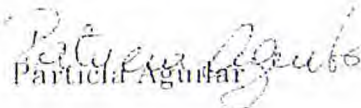


Patricia Aguilar

EXHIBIT L



PATRICIA AGUILAR

Account Ending In: 0162

2020-02-15 Page 1 of 1

EXHIBIT M



Feb 20, 2020
Account Ending In: 0162
Dispute ID:

Customer Care team



2020-02-20 Page 1 of 1

EXHIBIT N

PAGE 1 OF 4

Summary of account activity

Account no. ****-****-0162

Previous balance	\$5,992.89
Payments	0.00
Other credits	0.00
Purchases	0.00
Other debits	0.00
Fees charged	40.00
Interest charged	149.51
New balance	\$6,182.40
Past due amount	1,350.00
Credit limit	\$4,000.00
Available credit	\$0.00
Statement closing date	01/25/2020
Days in billing cycle	31

Payment Information

New balance	\$6,182.40
Minimum payment due	\$1,567.00
Payment due date	02/20/2020

Late payment warning:

If we do not receive your minimum payment by 02/20/2020 you may have to pay up to a \$40.00 late fee.

Minimum payment warning: If you make only the minimum payment for each period, you will pay more in interest and it will take you longer to pay off your balances. For example:

If you make no additional charges using this card and each month you pay:	You will pay off the balance shown on the statement in about:	And you will end up paying an estimated total of:
Only the minimum payment:	18 years	\$18723

For information regarding credit counseling services, call 1-800-284-1706.

Details of your transactions

TRANS DATE	TRANSACTION DESCRIPTION/LOCATION	AMOUNT
Fees		
01/20/2020	LATE FEE	40.00
	Total fees charged for this period	\$40.00

Interest charged

Interest charge on purchases	\$149.51
Total interest for this period	\$149.51

2020 totals year to date	
Total fees charged in 2020	\$40.00
Total interest charged in 2020	\$149.51

Interest charge calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account. See BALANCE COMPUTATION METHOD on page 2 for more details. Minimum interest charge may exceed interest charge below, per your credit card agreement.

TYPE OF BALANCE	APR	BALANCE SUBJECT TO INTEREST RATE	INTEREST CHARGE
Purchases	28.9900%	6,072.59	149.51

Additional important messages

Important Reminder: If you make a purchase with this credit card using a promotional plan, the promotional plan expiration date and payment due date may be different. This means that if you have any remaining promotional plan balance after the promotional plan expiration date, the balance and any accrued interest (if applicable) will move to your regular revolving plan on the next billing statement.

How to avoid or minimize interest charges: Be sure to pay any promotional plan balance in full on or before the plan expiration date shown in the "Details of your plans" section of your statement. Please also keep an eye out for notifications of when your promotional plan(s) are nearing their expiration date—you'll see them in the red box on page 1 of your statement. If you have questions, please call us.

(CONTINUED)

NOTICE: See reverse side for important information.
Please tear at perforation above.



Yes, I have moved or updated my e-mail address - see reverse.

|||||
PATRICIA AGUILAR

Account number	****-****-0162
New balance	\$6,182.40
Minimum payment	\$1,567.00
99 4	

Amount enclosed: Payment must reach us by 5 pm ET on 02/20/2020.



Please make check payable to:
COMENITY - Alphaeon - Cosmelle

Please return this portion along with your payment to:
PO BOX 659622
SAN ANTONIO TX 78265-9622



44001018 00018889 7788402060930162 000156700 000618240

PAGE 3 OF 4

Additional Important messages - continued

toll-free at 1-855-497-8176 (TDD/TTY: 1-888-819-1918). To learn more about how promotional plans work, visit comenity.com/financial-education. We're always happy to help.

IMMEDIATE ATTENTION REQUIRED! Your Account is extremely past due and will be written off as a bad debt at the end of this month. To avoid this, you can pay the Minimum amount shown on this statement before the end of this month. If you are not able to pay the Minimum Payment amount, we will still be able to assist you and prevent your account from being written off. Call us at 1-855-617-8089 (TDD/TTY 1-888-819-1918) and we will find a suitable payment before the end of this month. If written off, the bad debt will be reported to the three major credit bureaus and our Recovery team will determine the appropriate steps, as permitted and available under applicable law, to protect our interests.

As you requested, we have closed your credit card account. A monthly billing statement will be sent until the balance is paid in full. You do not have any available credit due to your account being closed.

Consumers are entitled to one free credit report per year. To request yours call 1-877-322-8228 or visit annualcreditreport.com

44001018 00018890 7788402060930162 000156700 000618240

PAGE 3 OF 4

Additional important messages - continued

toll-free at 1-855-497-8176 (TDD/TTY: 1-888-819-1918). To learn more about how promotional plans work, visit comenity.com/financial-education. We're always happy to help.

IMMEDIATE ATTENTION REQUIRED! Your Account is extremely past due and will be written off as a bad debt at the end of this month. To avoid this, you can pay the Minimum amount shown on this statement before the end of this month. If you are not able to pay the Minimum Payment amount, we will still be able to assist you and prevent your account from being written off. Call us at 1-855-617-8089 (TDD/TTY 1-888-819-1918) and we will find a suitable payment before the end of this month. If written off, the bad debt will be reported to the three major credit bureaus and our Recovery team will determine the appropriate steps, as permitted and available under applicable law, to protect our interests.

As you requested, we have closed your credit card account. A monthly billing statement will be sent until the balance is paid in full. You do not have any available credit due to your account being closed.

Consumers are entitled to one free credit report per year. To request yours call 1-877-322-8228 or visit annualcreditreport.com.

44001018 00018890 7788402060930162 000156700 000618240

Civil Case Information Statement

Case Details: HUDSON | Civil Part Docket# L-001675-20

Case Caption: AGUILAR PATRICIA VS COMENITY
CAPITAL BAN K

Case Initiation Date: 04/30/2020

Attorney Name: JOHN C UYAMADU

Firm Name: JOHN C. UYAMADU L.L.C.

Address: 2 RIDGEDALE AVE STE 355

CEDAR KNOLLS NJ 07927

Phone: 8557225110

Name of Party: PLAINTIFF : AGUILAR, PATRICIA

Name of Defendant's Primary Insurance Company
(if known): Unknown

Case Type: OTHER CREDIT BILLING DISPUTE

Document Type: Complaint with Jury Demand

Jury Demand: YES - 6 JURORS

Is this a professional malpractice case? NO

Related cases pending: NO

If yes, list docket numbers:

Do you anticipate adding any parties (arising out of same transaction or occurrence)? NO

Are sexual abuse claims alleged? NO

THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE

CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION

Do parties have a current, past, or recurrent relationship? YES

If yes, is that relationship: Business

Does the statute governing this case provide for payment of fees by the losing party? YES

Use this space to alert the court to any special case characteristics that may warrant individual management or accelerated disposition:

None

Do you or your client need any disability accommodations? NO

If yes, please identify the requested accommodation:

Will an interpreter be needed? YES

If yes, for what language:

SPANISH

Please check off each applicable category: Putative Class Action? NO Title 59? NO Consumer Fraud? YES

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with *Rule* 1:38-7(b)

04/30/2020

Dated

/s/ JOHN C UYAMADU

Signed

Exhibit B

SAUL EWING ARNSTEIN & LEHR LLP

Ryan L. DiClemente (043352006)

650 College Road East, Suite 4000

Princeton, New Jersey 08540

(609) 452-5057

(609) 452-6117 (fax)

Ryan.DiClemente@saul.com

*Attorneys for Defendants Comenity Capital Bank
and Alphaeon Corporation*

PATRICIA AGUILAR,

Plaintiff,

v.

COMENITY CAPITAL BANK,
ALPHAEMON CORPORATION,
AND RAMTIN KASSIR, MD
D/B/A RIDGEWOOD ENT AND
DERMATOLOGY, NJ,

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION, HUDSON COUNTY

DOCKET NO.: HUD-L-1675-20

**NOTICE OF FILING OF
NOTICE OF REMOVAL**

TO: Clerk of the Court
Superior Court of New Jersey
Hudson County Courthouse
583 Newark Avenue
Jersey City, New Jersey 07306

John C. Uyamadu, Esq.
John C. Uyamadu, LLC
2 Ridgedale Avenue, Suite 355
Cedar Knolls, New Jersey 07927
Attorneys for Plaintiff

William H. Mone, Esq.
Sarmasti PLLC
271 U.S. Hwy. 46 West, Suite A205
Fairfield, New Jersey 07004
Attorneys for Ramtin Kassir, MD

PLEASE TAKE NOTICE that on June 8, 2020, Defendants Comenity Capital Bank (“Comenity Bank”) and Alphaeon Corporation (“Alphaeon”) filed a Notice of Removal of this action from the Superior Court of New Jersey, Law Division, Hudson County, to the United States District Court for the District of New Jersey. A true and correct copy of that filing is attached hereto as **Exhibit A**.

Pursuant to 28 U.S.C. § 1446(d), the Superior Court shall proceed no further unless and until this action is remanded.

SAUL EWING ARNSTEIN & LEHR LLP

By: /s/ Ryan L. DiClemente
Ryan L. DiClemente, Esq.
650 College Road East, Suite 4000
Princeton, New Jersey 08540
(609) 452-5057
(609) 452-6117 (fax)
Email: Ryan.DiClemente@saul.com

Dated: June 8, 2020